REMARKS

This is a full and timely response to the final Office Action mailed November 30, 2006. Claims 1 – 19 and 21 are pending.

I. Election/Restrictions

Claim 1 stands withdrawn from consideration as being directed to a non-elected invention. The Office action states, on page 2,

> Newly submitted claim 21 is directed to an invention that is independent or distinct from the invention originally claimed for the following reasons:
> The inventions as claimed are independent since they are not connected in design, operation or effect, i.e., each invention is separately usable and the operation design and effect of one is independent of the other.

Applicants respectfully traverses the restriction. The inventions are clearly connected in design, operation, and effect since the inventions are linked by a common inventive concept, the inventive concept of a module for fitting on and releasably securing to the lid of an appliance for cooking food under pressure. Therefore, the inventions are not distinct and a requirement for restriction must not be maintained, even if the module has separate utility. The Applicants respectfully request that the Office provide its reasoning for alleging the inventions are not connected in design, operation, or affect. In the Applicant's opinion, they are clearly connected.

II. Claim Rejections – 35 U.S.C. §102

Claims 1, 8, 9 stand rejected under 35 U.S.C. 102(a) as being anticipated by Chen (U.S. Patent No. 6,257,124). For at least the reasons set forth below, the rejection is respectfully traversed.

A. Independent Claim 1

Chen does not disclose or teach "*a module for fitting on and releasably securing to the lid, said module including a device for controlling locking and unlocking of the lid relative to the vessel*" as recited in claim 1.

The Office action states, on pages 2-3,

> Chen discloses an appliance for cooking food under pressure comprising ... a module (32, 36) for fitting on and releasably (see Fig. 2) securing to the lid, the module including a device (36) for controlling locking and unlocking of the lid relative to the vessel. Thus, the features of the instantly rejected claims are structurally met by the reference.

Chen states in col. 4, lines 8 -16,

> With reference to FIGS. 1 and 3, when the knob (32) is turned in a closing direction, as the driving arms (31) are respectfully driven by the elastic member (34), the engagement posts (311) of the driving arms (31) are respectively positioned by the rotary drivers (331) to the position nearest to the central axis of the cover (20), and the driving arms (31) are progressively moved radially towards the central axis of the cover (20) to hermetically lock the cover (20) on the container (10).

Thus, Chen clearly does *not* teach that the fixed frame 36 controls the locking and unlocking of the lid. Therefore, the Chen fixed frame 36 is not *a device for controlling locking and unlocking of the lid relative to the vessel* as described in claim 1.

The Office action also states in the **Response to Arguments**, on page 3,

> Applicant argues that both the knob 32 and the fixed frame are not for "fitting on and releasably securing to the lid". Rather, both of the knob 32 and the fixed frame 36 are mounted to the cover. However, the Examiner contends that both the knob and the fixed frame are broadly "fitting on and releasably secured to the lid". The fact that applicant recites that part 36 is a "fixed frame" has no bearing on the recited language. Any part on a mechanical device is in some way "releasable".

Initially, Applicants traverse the Office action statement, "Any part on a mechanical device is in some way "releasable"." This statement of official notice or of well-known art should not be considered well known since the Office action does not include specific factual findings predicated on sound technical and scientific reasoning

to support such conclusions. For example, there is no doubt that parts that are welded together are clearly not releasable. Therefore, for a person skilled in the art, it is untrue that "any part on a mechanical device is some way releasable" as alleged by the Office action. Applicants respectfully request that support be provided for such a broad statement that "Any part on a mechanical device is in some way releaseable." The Chen frame 36 is clearly different from the Applicants claimed device.

Additionally, the Applicants' specification, beginning on page 7, line 20, discloses,

> According to an essential characteristic of the invention, the appliance for cooking under pressure includes at least one module 6 for being fitted and releasably secured on the lid 2.
>
> ...
>
> The releasability of the module means that it can be put into place on the lid and removed easily and at will, optionally by means of suitable tooling, and preferably by hand.

Chen does *not* explain how the knob 32, fixed frame 36, or rotary plate 33 is attached to the lid. Chen merely states in col. 3, lines 8-13, "a knob (32) pivotally mounted at the central axis of the cover (20), a rotary plate (33) co-axially fixed at the lower end of the knob (32) and being rotatable together with the knob (32), and a fixed frame (36) mounted on the body (21) above the rotary plate (33) and the driving arms (31)." Further, it appears in Chen that the fixed frame 36 is welded onto the lid, since other attachment techniques would require to make holes through the lid, which must be avoided as much as possible, and the figures do not show such holes in the lid. Is it the contention of the Office that a welded part is releasable, as claimed by the Applicants? Thus, it also appears in Chen that the rotary plate 33, which is between the lid body 21 and the fixed frame 36, cannot be removed from the lid.

Therefore, not only does Chen not teach a releasable fixed frame, Chen appears to teach a permanent attachment. Consequently, Chen fails to disclose or teach a knob

32 and a fixed frame 36 *for fitting on and releasably securing to the lid* as described in claim 1.

The Office action further states in the **Response to Arguments**, on page 3,

> Applicant further argues that Chen is not based on a "modular" concept like the invention, but rather on an "integral" concept. However, this argument is not clearly understood, since according to Merriam-Webster's Collegiate Dictionary tenth edition, the word modular means "constructed with standardized units for flexibility and variety in use". Thus, the reference to Chen would clearly meet this definition of the word "modular".

Applicants' specification, beginning on page 7, line 20, discloses,

> According to an essential characteristic of the invention, the appliance for cooking under pressure includes at least one module 6 for being fitted and releasably secured on the lid 2.
>
> In the meaning of the invention, the term "module" is used to designate an individual and unitary component, of the plate type, which is suitable for being intimately combined with the lid 2 so as to co-operate therewith to form a unitary assembly, optionally of one-piece nature.
>
> In other words, the term "module" designates herein a substantially one-piece subassembly forming an identifiable unit which can be juxtaposed or combined with other component elements of the system formed by the pressure cooker.

One way of clarifying the Applicants contention in this regard is the reference in the specification, referenced above, that the Applicants describe a subassembly. Chen has no "standardized units for flexibility and variety in use" per the definition in Webster's, while the Applicants clearly do have such a feature.

Chen does not disclose or teach that the knob 32 and the fixed frame 36 comprise a module for fitting on and releasably securing to the lid. Chen merely states in col. 3, lines 8-13, "a knob (32) pivotally mounted at the central axis of the cover (20), a rotary plate (33) co-axially fixed at the lower end of the knob (32) and being rotatable together with the knob (32), and a fixed frame (36) mounted on the body (21) above the rotary plate (33) and the driving arms (31)." Chen also states in col. 3, lines 48-52, "An

outer hood (23) of the cover (20) is provided on the body (21) and above the driving arms (31). At least one safety button (35) is provided on the cover (20) and particularly extends through the body (21), the driving arm (31) and the outer hood (23) of the cover (20)."

Thus, Chen only explains the location of the parts. Chen does *not* explain how the parts are attached to the lid. Chen also does not explain if any parts together comprise a component that is fixed on and releasably secured to the lid. For example, Chen does not teach any way of keeping the knob 32 and the fixed frame 36 attached together even if they are separated from the lid. Further, it appears in Chen that the knob 32 and the lid outer hood 23 must first be removed before the fixed frame 36 can be accessed. Therefore, even if any of the Chen parts are individually fitted and releasably secured to the lid, Chen fails to disclose or teach that the knob 32 and the fixed frame 36 comprise *a module for fitting on and releasably securing to the lid* as described in claim 1.

Accordingly, Applicants submit that claim 1 does not disclose or teach at least the features of "*a module for fitting on and releasably securing to the lid, said module including a device for controlling locking and unlocking of the lid relative to the vessel*" as describe in claim 1. Since Chen does not disclose or teach all the elements of the claim, the rejection should be withdrawn and the claim allowed for at least this reason.

B. Dependent Claims 8 and 9

Applicants submit that the 102 rejection to dependent claims 8 and 9 is rendered moot in light of any of the arguments made above and, therefore, claims 8 and 9 are allowable as a matter of law for at least the reason that claims 8 and 9 contain all the features and elements of their corresponding independent claim.

II. Indication of Allowable Subject Matter

Applicants thank the Examiner for the indication on page 3 that claims 2-7 and 10-19 would be allowable if rewritten in independent form including all of the limitations of the base claim and any intervening claims.

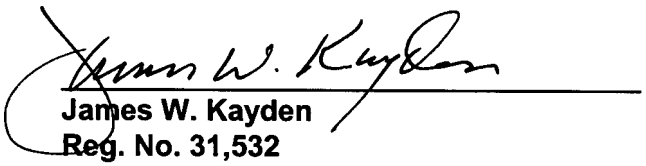
However, claims 2-7 and 10-19 have not been rewritten in independent form for at least the reason that the Applicants believe that independent claim 1, from which claims 2-7 and 10-9 depend, is allowable.

CONCLUSION

The Applicants respectfully submit that all claims are in condition for allowance, and requests that the Examiner pass this application to issuance. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

No fee is believed to be due in connection with this response. If, however, any fee is deemed to be payable, you are hereby authorized to charge any such fee to Deposit Account No. 20-0778.

Respectfully submitted,



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